REMARKS

Claim Rejections 35 U.S.C. § 112:

Claims 7-10 and 17-33 were rejected under 35 U.S.C. § 112, paragraph two as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicant regards as the invention. Specifically, independent claims 7, 17 and 21 each called for comparing the rating for the content to a rating of the same one or more characteristics specified by an advertiser. The Examiner states that it is not clear what the term "rating of the same one or more characteristics" refers to. Thus, claims 7, 17 and 21 have been amended to clarify that a rating is specified by the advertiser, the advertiser to specify the rating for one or more content characteristics.

When reviewing a claim for definiteness, the focus of the Examiner should be "whether the claim meets the threshold requirements of clarity and precision, not whether more suitable language or modes of expression are available." M.P.E.P. § 2173.02, Clarity and Precision. Moreover, when determining whether claim language is indefinite, the content of the particular application disclosure should be considered. M.P.E.P. § 2173.02. As such, the Examiner points to page 15, lines 25+ of the specification. Office Action, page 2. In particular, the Examiner recites from the specification "the rating of a particular item of content currently being played by the user may be compared to a rating required by a particular advertiser." *Id.* Thus, it is respectfully submitted that from at least this statement, it is clear that content is rated and the content rating may be compared to a rating required by a particular advertiser. Just prior to the quoted portion of the specification, it is stated that in some embodiments content may receive an overall suitability rating whereas in other embodiments content may receive a suitability rating with respect to a number of aspects. Specification at page 15, lines 19-24. Thus, it is respectfully submitted that in embodiments where content is being rated with respect to a number of aspects, the advertiser likewise would indicate a required rating for those same aspects. Thus, it is respectfully submitted that claims 7, 17 and 21 were not indefinite, and that when viewed as

a whole one of ordinary skill would have been appraised of their scope. See, M.P.E.P. § 2173.02.

Nevertheless, claims 7, 17 and 21 have been amended to express the limitation at issue with language that is hopefully suitable. Particularly, claims 7, 17 and 21 have been amended to recite comparing the rating for the content to a rating specified by an advertiser, the advertiser to specify the rating for one or more content characteristics. Thus, the amendments to claims 7, 17 and 21 should overcome the indefiniteness rejection of these claims and the claims depending therefrom.

The proposed amendments are believed to be formal in nature. Additionally or alternatively, the amendments place the application in condition for allowance. Thus, although after final, the entry of the amendments is respectfully requested.

Claim Rejections 35 U.S.C. § 102:

Claims 7-10 and 17-33 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application US2002/0073421 to Levitan et al. Claims 7, 17 and 21 each recite accessing a predetermined rating assigned to one or more characteristics of content, the rating based on the degree to which one or more characteristics is present within the content, and comparing the rating for the content to a rating specified by an advertiser, the advertiser to specify the rating for one or more content characteristics. As previously explained, content is rated and the advertiser specifies an acceptable rating. In this way, the advertiser may be ensured that its advertisement is associated with content having an acceptable degree of the rated characteristics. In other words, based on the advertiser's specified rating, its advertisement will be shielded from association with undesirable content.

It is respectfully submitted that Levitan has nothing to do with advertiser preference. Rather, Levitan is a personal editing system where a viewer's preferences are stored on the viewer's television. See Figures 2 and 3. In this way, advertisements may be targeted to a viewer based on the viewer's preferences. See page 1 at [0009] through [0010], page 3 at [0023]. In fact, advertisers do not have access to the viewer's computer or television where the viewer's

preferences are stored. See page 3 at [0025]. Thus, Levitan is strictly concerned with user or viewer preference and has absolutely nothing to do with advertiser preferences much less the advertiser's preference for content association. Accordingly, none of the claims are anticipated by Levitan.

In view of the comments herein, it is respectfully requested that the Examiner withdraw the §§ 112 and 102 rejections. As such, it is believed that the application is in condition for allowance. It is respectfully requested that the Examiner allow the application to pass to issue.

Respectfully submitted,

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